

NOTICE OF DEFAULT
AND ELECTION TO SELL

RE: Trust Deed from
Alvarez
Grantor

To:
First American Title Co.
Trustee

After recording, return to (Name, Address, Zip):
PATRICK J. KELLY, Attorney at Law
717 NW Fifth Street
Grants Pass, OR 97526

2011-005827

Klamath County, Oregon



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SPACE RESER'
FOR
RECORDER'S USE

05/11/2011 03:10:48 PM

Fee: \$57.00

Reference is made to that certain Trust Deed made by **Andreana Alvarez**, as Grantor, **First American Title Company of Oregon**, as Trustee, in favor of **Michael R. Jones**, as Beneficiary, dated **July 1, 2009**, recorded on **July 10, 2009**, in the Official Records of **Klamath County, Oregon**, in as Document No. **#2009-009454**, covering the following described real property situated in the above-mentioned county and state, to-wit:

SEE EXHIBIT "A"

Said real property is commonly known as: 5603 and 5605 Harlan Street, Klamath Falls, Oregon.

PATRICK J. KELLY, Attorney at Law, OSB #792882, is now the Successor Trustee. His office is located at 717 NW Fifth St., Grants Pass, OR 97526, and his telephone number is (541) 474-1908.

The beneficiary's interest in said trust deed was assigned to: **None**.

The undersigned hereby certifies that no assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the Records of the County or counties in which the above- described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

(SEE NEXT PAGE)

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There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sums:

The August 10, 2010 monthly installment in the amount of \$333.33 and each month thereafter, plus late charges of \$150.03.

By reason of the default, the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, those sums being the following, to-wit:

The unpaid principal balance in the amount of \$40,000.00 with interest thereon at 10% per annum from July 10, 2010 until paid, plus late charges of \$150.03.

Notice hereby is given that the beneficiary and/or trustee, by reason of the default, have elected and do hereby elect to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to 86.795. Pursuant to said statutes, the interest in the described property that grantor had, or had the power to convey, at the time that grantor executed the trust deed, together with any interest grantor or grantor's successor in interest acquired after the execution of the trust deed will be sold by the beneficiary and trustee, at public auction to the highest bidder for cash, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The sale will be held at the hour of 1:30 o'clock, P.M., in accord with the standard of time established by ORS 187.110 on **October 5, 2011**, at the following place: **Front entrance of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon**, which is the hour, date and place last set for the sale.

Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

Name and Last Known Address

Nature of Right, Lien or Interest

NONE

NONE

Notice is further given to any person named in ORS 86.753 that the right exists under ORS 86.753 to have the proceeding dismissed and the trust deed reinstated by paying the entire amount then due, together with costs, trustee's fees and attorney fees, and by curing any other default complained of in the notice of default, at any time that is not later than five days before the date last set for the sale.

(SEE NEXT PAGE)

NOTICE TO TENANTS:

If you are a tenant of this property, foreclosure could affect your rental agreement.

A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement. If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale. If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is: SEPTEMBER 5, 2011. The name of the trustee and the trustee's mailing address are listed on this notice.

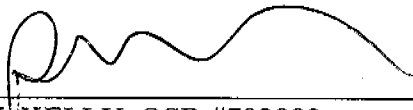
Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.

You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so. If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice.

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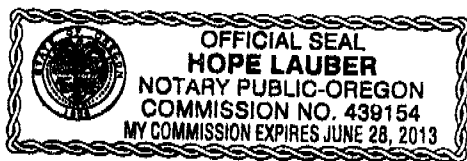
In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

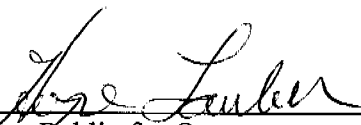
DATED: May 4, 2011


PATRICK J. KELLY, OSB #792882
Attorney at Law
717 NW Fifth Street
Grants Pass, OR 97526
(541) 474-1908

STATE OF OREGON, (County of Josephine) ss.

This instrument was acknowledged before me on May 4, 2011, by PATRICK J. KELLY, Attorney at Law, Successor Trustee.




Notary Public for Oregon
My commission expires: 6-28-2013

FAIR DEBT COLLECTION PRACTICES ACT NOTICE

Trustee is a debt collector. This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Klamath, State of Oregon, described as follows:

A PORTION OF LOTS 23 AND 24 OF HOMEDALE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY BOUNDARY OF LOT 23 OF HOMEDALE WHICH POINT IS NORTH 66° 33' WEST, 360.5 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 23; THENCE NORTH 66° 33' WEST, 102.45 FEET TO A POINT; THENCE NORTH 22° 15' EAST A DISTANCE OF 295.7 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 24; THENCE SOUTH 70° 37' EAST ALONG THE NORTHEASTERLY BOUNDARY OF LOT 24 AND 23 TO A POINT 309.92 FEET NORTHEASTERLY TO THE POINT OF BEGINNING; THENCE SOUTH 16° 58 1/2' WEST 309.92 FEET TO THE POINT OF BEGINNING.

As to that certain Mobile Home described as a 1979, Crownpointe, HID #226219, X Plate #161872, Serial #WAFIA913642824, this instrument shall constitute a security agreement entitling the beneficiary to all rights and remedies provided under the uniform commercial code. Said Mobile Home may not be removed from the property described herein until the balance secured hereby has been paid in full.

As to that certain Mobile Home described as a 1971, FLTWD, HID #201228, X Plate #128710, Serial #S12067, this instrument shall constitute a security agreement entitling the beneficiary to all rights and remedies provided under the uniform commercial code. Said Mobile Home may not be removed from the property described herein until the balance secured hereby has been paid in full.